

ENDORSED

APR 22 2015

STATE OF NEW MEXICO
WORKERS' COMPENSATION ADMINISTRATION

NM Workers'
Compensation Administration

[REDACTED]
Worker,

vs.

WCA No. [REDACTED]

MESA VISTA CONSOLIDATED SCHOOLS, and
NMPSIA,

Employer/Insurer.

SETTLEMENT AGREEMENT AND RELEASE OF LIABILITY

1. I, [REDACTED] Worker in the above-captioned matter, for consideration as more fully described below, hereby release and waive any and all claims for indemnity benefits, medical benefits, or any other rights under the Workers' Compensation Act that I have or may have arising from [REDACTED], against my Employer, Mesa Vista Consolidated Schools, [REDACTED]
[REDACTED]

2. This Agreement shall forever discharge any and all claims for workers' compensation benefits that I asserted in the above-captioned matter, or could have asserted. This Release includes waiver and discharge of those claims that could be asserted by or through anyone on my behalf, including any of my dependents. It is the intent of the parties entering into this Agreement to fully and effectively dismiss and release any and all claims for indemnity and medical benefits, or any other relief under the New Mexico Workers' Compensation Act, arising from the [REDACTED]

3. I agree that this Release shall operate as an absolute and complete bar to any and every lawsuit or claim for relief or benefits of any nature that I, my heirs, executors, administrators, personal representatives, assigns or subrogees could or might sustain by reason of the Date of Injury, accident, illness, injury or claims in question against Releasees.

4. I agree to accept a lump sum payment in the amount of Sixteen Thousand Dollars and No Cents [\$16,000.00] in full and final settlement of any and all claims for compensation, medical benefits, or indemnity benefits of any kind, including temporary total disability, permanent partial disability, scheduled injury or loss of use benefits, under NMSA 1978, §§ 52-1-25, 52-1-25.1, 52-1-26, 52-1-43 and 52-1-49 that I might be entitled to as a result of [REDACTED] during my employment with Mesa Vista Consolidated Schools. I understand that the lump sum payment is in consideration of the terms and conditions of this Release, the Stipulated Compensation Order, and the Petition for Approval of the Lump Sum Payment.

5. In consideration of the terms and conditions of settlement, I waive and give up any claims against Releasees that I could make of any kind or nature for medical or indemnity benefits pursuant to the New Mexico Workers' Compensation Act, §§ 52-1-1, *et seq.*, NMSA 1978, including but not limited to the following:

- a) I waive and give up any claims I could make for modification of the settlement pursuant to § 52-5-9 NMSA;
- b) I waive and give up any claims I could make pursuant to § 52-1-56 NMSA, even if my medical condition becomes worse;
- c) I waive and give up any claims I could make for unfair claim-processing related to indemnity benefits;
- d) I waive and give up any claims I could make for retaliation pursuant to § 52-1-28.2 NMSA;

- e) I waive and give up any claims I could make for rehire pursuant to §52-1-50.1 or §52-1-28.2 and I waive the right to seek any unemployment benefits against this employer as a result of the work related accident;
- f) I waive and give up any claims I could make for weekly compensation benefits for any temporary disability benefits, permanent disability benefits or scheduled injury benefits of any and every kind including loss of use under the New Mexico Workers' Compensation Act;
- g) I waive the right to bring a Delgado claim against Employer/Insurer in any and all jurisdictions and venues for all time as related to the on the job injury;
- h) Upon approval of the settlement by a Judge, any and all claims which I have made for benefits of any kind are dismissed with prejudice.
- i) I waive and give up any claims I could make for reasonable past, present or future medical benefits of any and every kind or nature pursuant to §52-1-49 NMSA. I am responsible for payment of any and all medical expenses incurred by me for treatment of the injuries I alleged for medical services.

6. I have reviewed the terms and conditions set forth in this Release, the Stipulated Compensation Order, and the Petition for Approval. I have reviewed the same with my attorney of my own selection. I understand the terms and conditions of these agreements and stipulations.

7. I expressly understand and agree that the acceptance of the foregoing payment is in full accord and satisfaction of any and all disputed and unliquidated claims for benefits pursuant to the Workers' Compensation Act of the State of New Mexico, and that the settlement is not construed in any way as an admission of liability by the Employer or its Insurer. The parties dispute causation of my physical complaints, amount of temporary total disability benefits, amount of permanent partial disability benefits, and the reasonableness and necessity of medical care.

8. I understand my claim for workers' compensation benefits could have proceeded to a trial, and that a Workers' Compensation Judge would have resolved the disputed issues and determined my entitlement to benefits, if any. I understand and acknowledge that if my claim went to trial, I may have been awarded more or less benefits, or no benefits. I am expressly waiving this right to a formal trial.

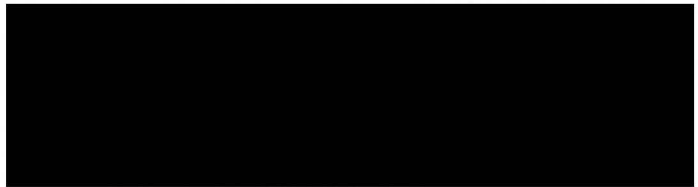
9. I declare and expressly warrant that [REDACTED]

[REDACTED]. Therefore, no Medicare interest in reimbursement of Medicare benefits is being considered. In the event the above information provided by me, [REDACTED] is false or in any way incorrect, I shall be solely liable and shall defend, indemnify and hold the Employer and its insurer harmless for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. I acknowledge that Medicare may require me to exhaust the entire settlement proceeds for treatment arising out of the alleged incident/accident should I be a Medicare recipient or become Medicare eligible within thirty (30) months. I waive any claims for damages, including a private cause of action provided in the MSP, 42 U.S.C. Section 1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to allocate an amount of this settlement.

10. I understand and agree that this Settlement Agreement and all terms of settlement shall be strictly CONFIDENTIAL. I agree that I shall never disclose the terms of this agreement to any third party except as required by law; for internal accounting purposes; or to comply with any reporting requirements.

11. Should any provision of the settlement and this Release later be ruled invalid or unenforceable, I understand and agree that any and all terms and conditions of settlement including waivers, express or implied, by any party, shall be deemed withdrawn, and the parties shall have the right to assert those claims and defenses restored to them.


12. THE UNDERSIGNED UNDERSTANDS THAT THIS IS ALL THE MONEY SHE WILL RECEIVE FROM EMPLOYER, AND ITS INSURANCE CARRIER AS A RESULT OF HER WORKERS' COMPENSATION CLAIMS AGAINST EMPLOYER, FOR ANY AND ALL BENEFITS OR RIGHTS ENTITLED TO OR POSSIBLE UNDER THE WORKERS' COMPENSATION ACT.



4/13/15
Date

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

SUBSCRIBED AND SWORN to before me this 13th day of April, 2015 by 

Ronny M. Davidson
Notary Public

